

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be impaired thereby.

All parties hereto have had the opportunity to consult with legal counsel of their own choosing prior to executing the instant agreement.

EXECUTED this the 23rd day of January, 2003.

ANALYTICAL COMPUTER SERVICES.


BY: Frank Tifilio, President

MICRO-SYSTEM ENTERPRISES


BY: Frankie Wong, President

LETTER AGREEMENT

This is a Letter Agreement between COMMUNICATIONS SUPPLY CORPORATION ("CSC") and MICRO SYSTEM ENTERPRISES, INC. ("MSE");

WHEREAS, MSE will from time to time purchase goods and/or services from CSC for the Dallas Independent School District ("DISD")-Technology Project (may be referred to as "the Project"); and

WHEREAS, CSC may from time to time sell to MSE certain goods and/or provide certain consulting services for the benefit of MSE and others, including DISD as MSE may direct; and

WHEREAS, CSC, subject to the terms herein and/or any other agreement between CSC and MSE, will endeavor to deliver and/or provide said goods and/or services as described in the purchase order to the DISD schools and/or DISD facilities designated on the purchase orders.

NOW, THEREFORE IN CONSIDERATION of the mutual covenants and promises and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

I. COVENANTS, PROMISES AND/OR REPRESENTATIONS OF MSE

1. With respect to the Project, MSE agrees that it will order goods and the services related thereto and that it will deliver purchase orders on a periodic basis to CSC during the terms of this Letter Agreement.

2. For invoices delivered by CSC to MSE, or MSE's designate, for goods and/or services provided to MSE and/or any other persons or party designated by MSE in conjunction with the Project referenced above, MSE, or MSE's designate, will pay CSC for said invoices within 30 days of the invoice date. All past due invoices will bear interest at the rate of 12% per year. A Past due invoice is defined as an invoice not paid within 45 days of the invoice date. In conjunction with any unpaid invoices from CSC to MSE, MSE shall use best efforts to collect funds from Schools and Libraries Division (the "SLD"), Universal Service Administration Company and/or DISD which may be owing to MSE so that MSE may remit to CSC their share of the funds due hereunder.

2a. Contemporaneous with the execution of this Letter Agreement, MSE and/or any other persons or entities designated by CSC will execute the Purchase Money Security Agreement (the "PMSA") which is attached hereto as Exhibit A.

3. It is contemplated and acknowledged by the parties that significant funds will be received by MSE for its work efforts in connection with the Project and that they shall receive significant payments from DISD and/or SLD for their benefit and/or for the work and/or benefit of various vendors/subcontractors providing goods and/or services on the Project including, but not limited to, CSC.

3a.

MSE hereby agrees to take all steps necessary to establish a separate segregated bank account, distinct and apart from any operating or other account of MSE in which they have a legal or equitable interest or signatory authority and MSE further hereby agrees to deposit or cause to be deposited in such segregated separate account, all funds received by MSE from DISD, SLD or any other source representing any payments for work performed or goods provided by any subcontractor on the Project including, but not limited to CSC. MSE agrees that CSC shall have a security interest in such separate segregated account and that the same shall be covered by the terms and conditions of the PMSA described in paragraph 2a above to be executed by MSE.

4.

Further, MSE agrees to cause all vendors providing goods and/or services to or for the benefit of MSE and/or on the Project including, but not limited to CSC, to be paid on a timely basis and further agrees that MSE, as a signatory on the separate segregated bank account, has a fiduciary duty to all of the vendors on the Project. All payments received by MSE and/or any parties designated by MSE, from DISD, and/or Universal Service Administration Company, and/or SLD, for the benefit of the vendors on the Project shall be held in trust for said vendors.

II. COVENANTS, PROMISES

AND/OR REPRESENTATIONS OF CSC

1. CSC will use commercially reasonable best efforts to timely deliver the goods and/or services requested in any and all purchase orders submitted to it by MSE, subject to the terms and conditions of this Letter Agreement and/or any other agreement between the parties.
- 1a. CSC shall have no obligation to fulfill any purchase order in the event that MSE is in default of this Letter Agreement and/or any other agreement between the parties.

III. MISCELLANEOUS

The terms and conditions stated herein supersede all prior agreements between the parties regarding the subject matter of this Letter Agreement. This Letter Agreement can only be modified in writing duly signed by persons authorized on behalf of MSE and CSC.

This Letter Agreement shall be binding upon CSC and MSE when accepted and signed and will be governed by the laws of the State of Texas.

Any dispute concerning this Letter Agreement must be brought in a court of competent jurisdiction in Dallas, Dallas County, Texas, and the parties hereto consent to such jurisdiction and venue.


If any provision or provisions of this Letter Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be impaired thereby.

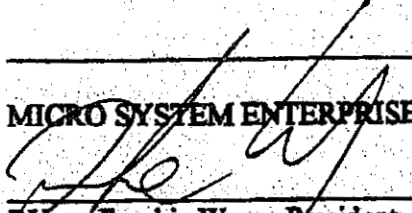
If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be impaired thereby.

All parties hereto have had the opportunity to consult with legal counsel of their own choosing prior to executing the instant agreement.

EXECUTED this the 23rd day of January, 2003.

COMMUNICATIONS SUPPLY CORPORATION.


BY: Andy Deen, Branch Manager


MICRO SYSTEM ENTERPRISES
BY: Frankie Wong, President

LETTER AGREEMENT

This is a Letter Agreement between NOVELL, INC. (NOVELL) and MICRO SYSTEM ENTERPRISES, INC. (may hereinafter be collectively referred to as MSE);

WHEREAS, MSE will from time to time purchase goods and/or services from NOVELL for the Dallas Independent School District (DISD)-Technology Project (may be referred to as "the Project"); and

WHEREAS, NOVELL may from time to time sell to MSE certain goods and/or provide certain consulting services for the benefit of MSE and others, including DISD as MSE may direct; and

WHEREAS, NOVELL, subject to the terms herein and/or any other agreement between NOVELL and MSE, will endeavor to deliver and/or provide said goods and/or services as described in the purchase order to the DISD schools and/or DISD facilities designated on the purchase orders.

NOW, THEREFORE IN CONSIDERATION of the mutual covenants and promises and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

I.

COVENANTS, PROMISES AND/OR

REPRESENTATIONS OF MSE

1. With respect to the Project, MSE agrees that it will order goods and the services related thereto and that it will deliver purchase orders on a periodic basis to NOVELL during the terms of this agreement.
2. Within five (5) days of receipt of funds by MSE from Schools and Libraries Division, Universal Service Administration Company and/or DISD or any other source for invoices delivered by NOVELL to MSE for goods and/or services provided to MSE and/or any other persons or party designated by MSE in conjunction with the Project referenced above, MSE will pay NOVELL for said invoices. All past due invoices will bear interest at the rate of 12% per year. A Past due invoice is defined as an invoice not paid within 30 days after MSE receives funds from Schools and Libraries Division, Universal Service Administration Company and/or DISD. In conjunction with any unpaid invoices from NOVELL to MSE, MSE shall use best efforts to collect funds from Schools and Libraries Division, Universal Service Administration Company and/or DISD which may be owing to MSE so that MSE may remit to NOVELL their share of the funds due hereunder.
- 2a. ~~Contemporaneous with the execution of the instant Letter Agreement, MSE and/or any other persons or entities designated by NOVELL will execute the Purchase Money Security Agreement which is attached hereto as Exhibit ____.~~ E
3. It is contemplated and acknowledged by the parties that significant funds will be received by MSE for his work efforts in connection with the Project and that he shall receive significant payments from DISD and/or

SLD for his benefit and/or for the work and/or benefit of various vendors/subcontractors providing goods and/or services on the Project including, but not limited to, NOVELL.

3a. MSE hereby agrees to take all steps necessary to establish a separate segregated checking account, distinct and apart from any operating or other account of MSE in which he has a legal or equitable interest or signatory authority and he further hereby agrees to deposit or cause to be deposited in such segregated separate account, all funds received by him from DISD, SLD or any other source representing a payment(s) for work performed or goods provided by any subcontractor on the Project including, but not limited to NOVELL. MSE agrees that NOVELL shall have a security interest in such separate segregated account and that the same shall be covered by the terms and conditions of the security interest described in paragraph 2a above to be executed by MSE.

4. Further, MSE agrees to cause all vendors providing goods and/or services to or for the benefit of MSE and/or on the Project including, but not limited to NOVELL, to be paid on a timely basis and further agrees that MSE, as a signatory on the separate segregated bank account, has a fiduciary duty to all of the vendors.

II.

COVENANTS, PROMISES

AND/OR REPRESENTATIONS OF NOVELL

1. NOVELL will use commercially reasonable best efforts to timely deliver the goods and/or services requested in any and all purchase orders submitted to it by MSE, subject to the terms and conditions of this Letter Agreement and/or any other agreement between the parties.
- 1a. NOVELL shall have no obligation to fulfill any purchase order in the event that MSE is in default of this Letter Agreement and/or any other agreement between the parties.

III.

MISCELLANEOUS

The terms and conditions stated herein supersede all prior Agreements between the parties regarding the subject matter of this Agreement. This Agreement can only be modified by written Agreement duly signed by persons authorized to sign Agreements on behalf of MSE and NOVELL.

This Agreement shall be binding upon NOVELL when accepted and signed and will be governed by the laws of the State of Texas.

Any dispute concerning this Agreement must be brought in a court of competent jurisdiction in Dallas, Dallas County, Texas, and the parties hereto consent to such jurisdiction and venue.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be impaired thereby.

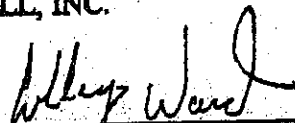
Any dispute concerning this Agreement must be brought in a court of competent jurisdiction in Dallas, Dallas County, Texas, and the parties hereto consent to such jurisdiction and venue.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be impaired thereby.

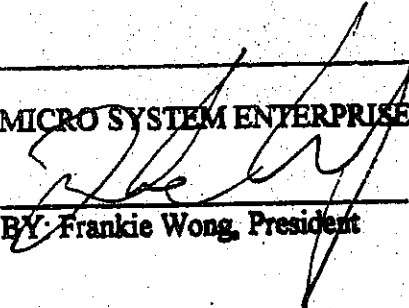
All parties hereto have had the opportunity to consult with legal counsel of their own choosing prior to executing the instant agreement.

EXECUTED this the 23rd day of January, 2003.

NOVELL, INC.


BY: Colby Ward, District Director

MICRO SYSTEM ENTERPRISES


BY: Frankie Wong, President

LETTER AGREEMENT

This is a Letter Agreement between AVIZION TECHNOLOGIES GROUP (AVIZION) and MICRO SYSTEM ENTERPRISES, INC. (may hereinafter be collectively referred to as MSE);

WHEREAS, MSE will from time to time purchase goods and/or services from AVIZION for the Dallas Independent School District (DISD)-Technology Project (may be referred to as "the Project"); and

WHEREAS, AVIZION may from time to time sell to MSE certain goods and/or provide certain consulting services for the benefit of MSE and others, including DISD as MSE may direct; and

WHEREAS, AVIZION, subject to the terms herein and/or any other agreement between AVIZION and MSE, will endeavor to deliver and/or provide said goods and/or services as described in the purchase order to the DISD schools and/or DISD facilities designated on the purchase orders.

NOW, THEREFORE IN CONSIDERATION of the mutual covenants and promises and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

I.

COVENANTS, PROMISES AND/OR

REPRESENTATIONS OF MSE

1. With respect to the Project, MSE agrees that it will order goods and the services related thereto and that it will deliver purchase

orders on a periodic basis to AVIZION during the terms of this agreement.

2. Within five (5) days of receipt of funds by MSE from Schools and Libraries Division, Universal Service Administration Company and/or DISD or any other source for invoices delivered by AVIZION to MSE for goods and/or services provided to MSE and/or any other persons or party designated by MSE in conjunction with the Project referenced above, MSE will pay AVIZION for said invoices. All past due invoices will bear interest at the rate of 12% per year. A Past due invoice is defined as an invoice not paid within 30 days after MSE receives funds from Schools and Libraries Division, Universal Service Administration Company and/or DISD. In conjunction with any unpaid invoices from AVIZION to MSE, MSE shall use best efforts to collect funds from Schools and Libraries Division, Universal Service Administration Company and/or DISD which may be owing to MSE so that MSE may remit to AVIZION their share of the funds due hereunder.

- 2a. Contemporaneous with the execution of the instant Letter Agreement, MSE and/or any other persons or entities designated by AVIZION will execute the Purchase Money Security Agreement which is attached hereto as Exhibit ____.

3. It is contemplated and acknowledged by the parties that significant funds will be received by MSE for his work efforts in connection with the Project and that he shall receive significant payments from DISD and/or SLD for his benefit and/or for the work and/or benefit of various vendors/subcontractors providing goods and/or services on the Project including, but not limited to, AVIZION.

3a. MSE hereby agrees to take all steps necessary to establish a separate segregated checking account, distinct and apart from any operating or other account of MSE in which he has a legal or equitable interest or signatory authority and he further hereby agrees to deposit or cause to be deposited in such segregated separate account, all funds received by him from DISD, SLD or any other source representing a payment(s) for work performed or goods provided by any subcontractor on the Project including, but not limited to AVIZION. MSE agrees that AVIZION shall have a security interest in such separate segregated account and that the same shall be covered by the terms and conditions of the security interest described in paragraph 2a above to be executed by MSE.

4. Further, MSE agrees to cause all vendors providing goods and/or services to or for the benefit of MSE and/or on the Project including, but not limited to AVIZION, to be paid on a timely basis and further agrees that MSE, as a signatory on the separate segregated bank account, has a fiduciary duty to all of the vendors.

II.

COVENANTS, PROMISES

AND/OR REPRESENTATIONS OF AVIZION

1. AVIZION will use commercially reasonable best efforts to timely deliver the goods and/or services requested in any and all purchase orders submitted to it by MSE, subject to the terms and conditions of this Letter Agreement and/or any other agreement between the parties.
- 1a. AVIZION shall have no obligation to fulfill any purchase order in the event that MSE is in default of this Letter Agreement and/or any other agreement between the parties.

III.

MISCELLANEOUS

The terms and conditions stated herein supersede all prior Agreements between the parties regarding the subject matter of this Agreement. This Agreement can only be modified by written Agreement duly signed by persons authorized to sign Agreements on behalf of MSE and AVIZION.

This Agreement shall be binding upon AVIZION when accepted and signed and will be governed by the laws of the State of Texas.

Any dispute concerning this Agreement must be brought in a court of competent jurisdiction in Dallas, Dallas County, Texas, and the parties hereto consent to such jurisdiction and venue.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be impaired thereby.

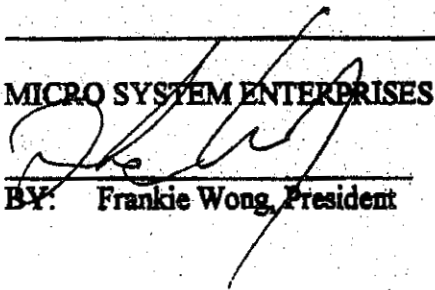
All parties hereto have had the opportunity to consult with legal counsel of their own choosing prior to executing the instant agreement.

EXECUTED this the 23rd day of January, 2003.

AVIZION TECHNOLOGIES GROUP.


BY: Jeffrey Runyan, Vice President

MICRO SYSTEM ENTERPRISES


BY: Frankie Wong, President

LETTER AGREEMENT

This is a Letter Agreement between HILL PROFESSIONAL SERVICES (HPS) and MICRO SYSTEM ENTERPRISES, INC. (may hereinafter be collectively referred to as MSE);

WHEREAS, MSE will from time to time purchase goods and/or services from HPS for the Dallas Independent School District (DISD)-Technology Project (may be referred to as "the Project"); and

WHEREAS, HPS may from time to time sell to MSE certain goods and/or provide certain consulting services for the benefit of MSE and others, including DISD as MSE may direct; and

WHEREAS, HPS, subject to the terms herein and/or any other agreement between HPS and MSE, will endeavor to deliver and/or provide said goods and/or services as described in the purchase order to the DISD schools and/or DISD facilities designated on the purchase orders.

NOW, THEREFORE IN CONSIDERATION of the mutual covenants and promises and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

I.

COVENANTS, PROMISES AND/OR

REPRESENTATIONS OF MSE

1. With respect to the Project, MSE agrees that it will order goods and the services related thereto and that it will deliver purchase

orders on a periodic basis to HPS during the terms of this agreement.

2. Within five (5) days of receipt of funds by MSE from Schools and Libraries Division, Universal Service Administration Company and/or DISD or any other source for invoices delivered by HPS to MSE for goods and/or services provided to MSE and/or any other persons or party designated by MSE in conjunction with the Project referenced above, MSE will pay HPS for said invoices. All past due invoices will bear interest at the rate of 12% per year. A Past due invoice is defined as an invoice not paid within 30 days after MSE receives funds from Schools and Libraries Division, Universal Service Administration Company and/or DISD. In conjunction with any unpaid invoices from HPS to MSE, MSE shall use best efforts to collect funds from Schools and Libraries Division, Universal Service Administration Company and/or DISD which may be owing to MSE so that MSE may remit to HPS their share of the funds due hereunder.

- 2a. Contemporaneous with the execution of the instant Letter Agreement, MSE and/or any other persons or entities designated by HPS will execute the Purchase Money Security Agreement which is attached hereto as Exhibit ____.

3. It is contemplated and acknowledged by the parties that significant funds will be received by MSE for his work efforts in connection

with the Project and that he shall receive significant payments from DISD and/or SLD for his benefit and/or for the work and/or benefit of various vendors/subcontractors providing goods and/or services on the Project including, but not limited to, HPS.

3a. MSE hereby agrees to take all steps necessary to establish a separate segregated checking account, distinct and apart from any operating or other account of MSE in which he has a legal or equitable interest or signatory authority and he further hereby agrees to deposit or cause to be deposited in such segregated separate account, all funds received by him from DISD, SLD or any other source representing a payment(s) for work performed or goods provided by any subcontractor on the Project including, but not limited to HPS. MSE agrees that HPS shall have a security interest in such separate segregated account and that the same shall be covered by the terms and conditions of the security interest described in paragraph 2a above to be executed by MSE.

4. Further, MSE agrees to cause all vendors providing goods and/or services to or for the benefit of MSE and/or on the Project including, but not limited to HPS, to be paid on a timely basis and further agrees that MSE, as a signatory on the separate segregated bank account, has a fiduciary duty to all of the vendors.

II.

- COVENANTS, PROMISES
AND/OR REPRESENTATIONS OF HPS

- I. HPS will use commercially reasonable best efforts to timely deliver the goods and/or services requested in any and all purchase orders submitted to it by MSE, subject to the terms and conditions of this Letter Agreement and/or any other agreement between the parties.
- 1a. HPS shall have no obligation to fulfill any purchase order in the event that MSE is in default of this Letter Agreement and/or any other agreement between the parties.

III.

MISCELLANEOUS

The terms and conditions stated herein supersede all prior Agreements between the parties regarding the subject matter of this Agreement. This Agreement can only be modified by written Agreement duly signed by persons authorized to sign Agreements on behalf of MSE and HPS.

This Agreement shall be binding upon HPS when accepted and signed and will be governed by the laws of the State of Texas.

Any dispute concerning this Agreement must be brought in a court of competent jurisdiction in Dallas, Dallas County, Texas, and the parties hereto consent to such jurisdiction and venue.

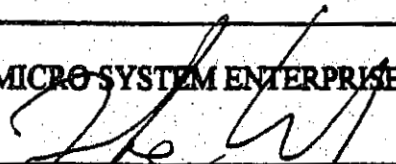
If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be impaired thereby.

All parties hereto have had the opportunity to consult with legal counsel of their own choosing prior to executing the instant agreement.

EXECUTED this the 23rd day of January, 2003.

HILL PROFESSIONAL SERVICES.


BY: Eddie Hill, President


MICRO SYSTEM ENTERPRISES
BY: Frankie Wong, President

LETTER AGREEMENT

This is a Letter Agreement between INTERNETWORK EXPERTS. (INX) and MICRO SYSTEM ENTERPRISES, INC. (may hereinafter be collectively referred to as MSE);

WHEREAS, MSE will from time to time purchase goods and/or services from INX for the Dallas Independent School District (DISD)-Technology Project (may be referred to as "the Project"); and

WHEREAS, INX may from time to time sell to MSE certain goods and/or provide certain consulting services for the benefit of MSE and others, including DISD as MSE may direct; and

WHEREAS, INX, subject to the terms herein and/or any other agreement between INX and MSE, will endeavor to deliver and/or provide said goods and/or services as described in the purchase order to the DISD schools and/or DISD facilities designated on the purchase orders.

NOW, THEREFORE IN CONSIDERATION of the mutual covenants and promises and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

I.

COVENANTS, PROMISES AND/OR

REPRESENTATIONS OF MSE

1. With respect to the Project, MSE agrees that it will order goods and the services related thereto and that it will deliver purchase

orders on a periodic basis to INX during the terms of this agreement.

2. Within five (5) days of receipt of funds by MSE from Schools and Libraries Division, Universal Service Administration Company and/or DISD or any other source for invoices delivered by INX to MSE for goods and/or services provided to MSE and/or any other persons or party designated by MSE in conjunction with the Project referenced above, MSE will pay INX for said invoices. All past due invoices will bear interest at the rate of 12% per year. A Past due invoice is defined as an invoice not paid within 30 days after MSE receives funds from Schools and Libraries Division, Universal Service Administration Company and/or DISD. In conjunction with any unpaid invoices from INX to MSE, MSE shall use best efforts to collect funds from Schools and Libraries Division, Universal Service Administration Company and/or DISD which may be owing to MSE so that MSE may remit to INX their share of the funds due hereunder.

- 2a. Contemporaneous with the execution of the instant Letter Agreement, MSE and/or any other persons or entities designated by INX will execute the Purchase Money Security Agreement which is attached hereto as Exhibit ____.

3. It is contemplated and acknowledged by the parties that significant funds will be received by MSE for its work efforts in connection

with the Project and that MSE shall receive significant payments from DISD and/or SLD for his benefit and/or for the work and/or benefit of various vendors/subcontractors providing goods and/or services on the Project including, but not limited to, INX.

3a. MSE hereby agrees to take all steps necessary to establish a separate segregated checking account, distinct and apart from any operating or other account of MSE in which MSE has a legal or equitable interest or signatory authority and MSE further hereby agrees to deposit or cause to be deposited in such segregated separate account, all funds received by MSE from DISD, SLD or any other source representing a payment(s) for work performed or goods provided by any subcontractor on the Project including, but not limited to INX. MSE agrees that INX shall have a security interest in such separate segregated account and that the same shall be covered by the terms and conditions of the security interest described in paragraph 2a above to be executed by MSE.

4. Further, MSE agrees to cause all vendors providing goods and/or services to or for the benefit of MSE and/or on the Project including, but not limited to INX, to be paid on a timely basis and further agrees that MSE, as a signatory on the separate segregated bank account, has a fiduciary duty to all of the vendors.

II.

COVENANTS, PROMISES

AND/OR REPRESENTATIONS OF INX

1. INX will use commercially reasonable best efforts to timely deliver the goods and/or services requested in any and all purchase orders submitted to it by MSE, subject to the terms and conditions of this Letter Agreement and/or any other agreement between the parties.
- 1a. INX shall have no obligation to fulfill any purchase order in the event that MSE is in default of this Letter Agreement and/or any other agreement between the parties.

III.

MISCELLANEOUS

The terms and conditions stated herein supersede all prior Agreements between the parties regarding the subject matter of this Agreement. This Agreement can only be modified by written Agreement duly signed by persons authorized to sign Agreements on behalf of MSE and INX.

This Agreement shall be binding upon INX when accepted and signed and will be governed by the laws of the State of Texas.

Any dispute concerning this Agreement must be brought in a court of competent jurisdiction in Dallas, Dallas County, Texas, and the parties hereto consent to such jurisdiction and venue.